

COLLECTIVE AGREEMENT

Between:

KILLARNEY HEALTH CENTRE
(Hereinafter referred to as "the Employer" or "Centre")

And:

ONTARIO NURSES' ASSOCIATION
(Hereinafter referred to as "the Association")

EXPIRY: March 31, 2012

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE.....	1
ARTICLE 2 - RECOGNITION.....	1
ARTICLE 3 - MANAGEMENT RIGHTS.....	1
ARTICLE 4 - DEFINITIONS.....	2
ARTICLE 5 - NO DISCRIMINATION.....	2
ARTICLE 6 - NO STRIKE, NO LOCKOUT.....	4
ARTICLE 7 - ASSOCIATION SECURITY.....	4
ARTICLE 8 - ASSOCIATION INTERVIEW.....	5
ARTICLE 9 - REPRESENTATIVES AND COMMITTEES.....	5
ARTICLE 10 - GRIEVANCE PROCEDURE.....	7
ARTICLE 11 - PROFESSIONAL RESPONSIBILITY.....	10
ARTICLE 12 - ORIENTATION and IN-SERVICE PROGRAM.....	11
ARTICLE 13 - ACCESS TO FILES.....	12
ARTICLE 14 - SENIORITY.....	13
ARTICLE 15 - LEAVES OF ABSENCE.....	16
ARTICLE 16 - HOURS OF WORK AND SCHEDULING.....	22
ARTICLE 17 - PAID HOLIDAYS.....	24
ARTICLE 18 - VACATION.....	24
ARTICLE 19 - HEALTH AND WELFARE BENEFITS.....	27
ARTICLE 20 - PART-TIME BENEFITS.....	30
ARTICLE 21 - COMPENSATION.....	30
ARTICLE 22 - MISCELLANEOUS.....	31
ARTICLE 23 - TERMINATION AND RENEWAL.....	31
ARTICLE 24 - LIST OF APPENDICES.....	32
SIGNING PAGES.....	32
APPENDIX 1.....	33
O.N.A. GRIEVANCE FORM.....	33
APPENDIX 2.....	34
LIST OF PROFESSIONAL RESPONSIBILITY.....	34
ASSESSMENT COMMITTEE - CHAIRPERSONS.....	34
APPENDIX 3.....	35
SALARY SCHEDULE.....	35
LETTER OF UNDERSTANDING.....	37
Re: Nurse Practitioner Salary.....	37
LETTER OF UNDERSTANDING.....	38
Re: Provision of Benefits Beyond Age Sixty Five.....	38
LETTER OF UNDERSTANDING.....	39
Re: Retention Pay.....	39

ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and the nurses covered by this Agreement; to provide for on-going means of communication between the Association and the Employer and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this Agreement.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Ontario Nurses' Association as the bargaining agent of all Registered Nurses, whether in the General or the Extended Class, and Graduate Nurses employed by the Municipality of Killarney, Ontario, save and except the Administrator and persons above the rank of Administrator.
- 2.02 The word "nurses" when used in this Agreement shall mean persons included in the bargaining unit as set out in 2.01 above and who work in the Killarney Health Centre.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Association recognizes that the management of the Centre and the direction of working forces are fixed exclusively with the Employer and shall remain solely with the Employer, except as specifically limited by the provisions of this Agreement and, without restricting the generality of the foregoing, the Association acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline nurses, provided that a claim of suspension, discipline or discharge without just cause may be the subject of a grievance and be dealt with as hereinafter provided;
 - (c) determine in the interest of efficient operation and highest standards of service, hours of work, job rating and classification, work assignments, methods of doing the work, and the working establishment for the service;
 - (d) generally to manage the operation of the Centre and, without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures and equipment in connection therewith;
 - (e) make, enforce and alter from time to time, reasonable rules and regulations to be observed by the nurses, which are not inconsistent with the provisions of this Agreement.
- 3.02 These rights shall not be exercised in a manner inconsistent with the provisions of this Collective Agreement.

ARTICLE 4 - DEFINITIONS

4.01 The following definitions shall be applied to this Agreement:

- (a) A nurse practitioner is a Registered Nurse who holds an Extended Class Certificate of Registration with the College of Nurses of Ontario in accordance with the Regulated Health Professions Act and the Nursing Act. A nurse practitioner is required to present her current Certificate of Registration to the Administrator or his designate upon renewal each year. Failure to provide the certificate may result in a suspension from duty until the current certificate is presented.
- (b) A registered nurse is defined as a nurse who is registered by the College of Nurses of Ontario in accordance with the Regulated Health Professions Act and the Nursing Act. A registered nurse is required to present her current Certificate of Registration to the Administrator or his designate upon renewal each year. Failure to provide the certificate may result in a suspension from duty until the current certificate is presented.
- (c) A "full-time nurse" shall mean a nurse who is employed on a permanent basis and who is scheduled to work 37.5 hours per week.
- (d) A "regular part-time nurse" is a nurse who regularly works less than the normal full-time hours and will be available to work on a predetermined basis.
- (e) A nurse who holds a Temporary Certificate of Registration in accordance with the Nursing Act, 1991 and its Regulations must obtain her or his General Certificate of Registration prior to the expiry of her or his Temporary Certificate of Registration. If the nurse fails to obtain her or his General Certificate of Registration prior to the expiry of her or his Temporary Certificate of Registration, but in any case not longer than two years from her or his date of hire, she/he will be deemed to be not qualified for the position of registered nurse and she/he will be terminated from the employ of the Centre. Such termination shall not be subject of a grievance or arbitration.

Note: Where an employee is in a position other than in a registered nursing position with duties and responsibilities which are subject to the Regulated Health Professions Act, he or she shall be treated in a manner consistent with this Article.

- (f) Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun, where the content so requires. Where the singular is used it may also be deemed to mean the plural.

ARTICLE 5 - NO DISCRIMINATION

5.01 The Employer and the Association agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any nurse because of her membership or non-

membership in the Association, activity or lack of activity on behalf of the Association or by reason of exercising her rights under the Collective Agreement.

5.02 The Association agrees that there will be no Association activity, solicitation for membership, or collection of Association dues on Employer premises or during working hours except with the written permission of the Employer or as specifically provided for in this Agreement.

5.03 It is agreed that there will be no discrimination by either party or by any of the nurses covered by this agreement on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, family status, age, disability, religious affiliation, or any other factor not pertinent to the employment relationship. ref: Ontario Human Rights Code

5.04 (a) "Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status or disability". ref: Ontario Human Rights Code, Sec. 5(2).

(b) "Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her employer or agent of the employer or by another employee". ref: Ontario Human Rights Code, Sec. 7(2).

The right to freedom from harassment in the workplace applies also to sexual orientation.

(c) "Every person has a right to be free from,

i) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or

ii) a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person". ref: Ontario Human Rights Code, Sec. 7(3)

(d) A nurse who believes that she has been harassed contrary to this provision may file a grievance under Article 10 of this agreement.

NOTE: "Harassment" means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome". ref: Ontario Human Rights Code, Sec. 10(1)

(e) In recognizing the importance of a harassment free environment, the Employer and the Bargaining Unit President will review Health Centre policies and procedures with respect to harassment with the employee during her or his orientation.

- 5.05 (a) If an employee believes there has been abuse in the workplace by another employee, a client or member of the public; she will report this in writing to the immediate supervisor who will make every reasonable effort to rectify the situation.
- (b) The parties agree that if incidents involving aggressive patient action occur, such action will be reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Centre will follow to address the legitimate health and safety concerns of employees presented in that forum.

The parties further agree that suitable subjects for discussion at the Association-Management Committee will include aggressive patients.

- (c) The Employer shall notify the Union within three (3) days of any employee who has been assaulted while performing her or his work. The assaulted employee may choose to have her or his name remain confidential. Such information shall be provided to the Association as soon as possible. Updated statistics on numbers of staff assaulted while performing work will be brought to each meeting of the Joint Occupational Health and Safety Committee.
- (d) When a nurse, in the exercise of her or his functions, suffers damage to her or his personal belongings (clothing, watch, glasses, contact lenses or other prosthesis, etc.) the Centre shall provide for replacement or repair at no cost to the nurse.

The nurse will endeavour to present her or his claim to the Centre within seven (7) days after the event, unless it was impossible for her or him to do so during this period.

ARTICLE 6 - NO STRIKE, NO LOCKOUT

- 6.01 The Association agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts so long as this agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

ARTICLE 7 - ASSOCIATION SECURITY

- 7.01 The Employer will deduct from each nurse covered by this Agreement an amount equal to the regular monthly Association dues designated by the Association. The deduction period for a part-time nurse may be extended where the nurse does not receive pay in a particular month.
- 7.02 Such dues shall be deducted monthly and, in the case of newly employed nurses; such deductions shall commence in the month following their date of hire. There shall be no deduction from a part-time nurse in a month in which the nurse does not work.

- 7.03 The amount of the regular monthly dues shall be those authorized by the Association. The Association shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified.
- 7.04 In consideration of the deducting and forwarding of Association dues by the Employer, the Association agrees to indemnify and save harmless the Employer against any claims for liabilities arising or resulting from the operation of this Article.
- 7.05 The amounts deducted under this Article shall be remitted monthly to the Vice-President Finance of the Association, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Employer shall provide a list of nurses from whom deductions were made, including deletions (indicating terminations) and additions from the preceding month and their social insurance numbers. A copy of this list will be sent to the Association.

ARTICLE 8 - ASSOCIATION INTERVIEW

- 8.01 The Employer agrees that an officer of the Association or a nurse representative shall be allowed a reasonable period of time during regular working hours to interview newly employed nurses during their probationary period. During such interview, membership forms may be provided to the nurse. These interviews shall be scheduled in advance by the Employer and may be arranged collectively or individually.

ARTICLE 9 - REPRESENTATIVES AND COMMITTEES

- 9.01 The Employer agrees to recognize one nurse representative for the purpose of dealing with grievances and conducting Association interviews.
- 9.02 Grievance Committee
- (a) The Employer agrees to recognize a Grievance Committee for the purpose of meeting with the Administrator in the grievance procedure.
- (b) The Employer agrees to give representatives of the Ontario Nurses' Association access to the premises of the Centre for the purpose of attending grievance meetings, provided that prior arrangements are made with the Administrator. Such representatives shall have access to the premises only with the approval of the Administrator, which will not be unreasonably withheld.
- 9.03 Association-Management Committee
- (a) There shall be an Association-Management Committee comprised of one (1) member of the Bargaining Unit and one (1) Employer representative.
- (b) The Committee shall meet within two weeks of the request of either party. The meeting will be held during regular clinic hours. Agenda items to be discussed shall be exchanged in writing at least five (5) calendar days prior to the meeting.

- (c) The Committee shall promote and provide for effective and meaningful communication of information and ideas; make joint recommendations on matters of concern including the quality and quantity of nursing care, occupational health and safety issues and professional development plans. Minutes shall be kept of all discussions and signed by both parties. Such minutes will be copied to the Health Centre Board.

9.04 Negotiating Committee

The Employer agrees to recognize a Negotiating Committee for the purpose of negotiating renewals of the Collective Agreement.

9.05 Occupational Health & Safety Committee

- (a) The Employer and the Association agree that they mutually desire to maintain standards of safety and health in the Centre in order to prevent accidents, injury and illness.
- (b) The Employer agrees to accept one representative from amongst the nurses in the bargaining unit as a member of its Health and Safety Committee who if mutually agreeable will be trained to be a certified worker as defined under the Act.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Employer agrees to cooperate in providing necessary information to enable the Committee to fulfil its functions. In addition, the Health Centre will provide the Committee with access to all accident reports, health and safety records and any other pertinent information in its possession.
- (e) Any representative appointed or selected in accordance with (b) herof, shall serve for a term of at least (1) calendar year from the date of appointment. Time off for such representative to attend meetings of the Accident Prevention – Health and Safety Committee in accordance with the foregoing, shall be granted and any representative attending such meetings during their regularly scheduled hours of work, shall not lose regular earnings as a result of such attendance.
- (f) The Association agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices. The Association and the Employer will abide by the terms and conditions of the Occupational Health and Safety Act.
- (g) All time spent by a member of the Occupational Health and Safety Committee attending meetings of the Committee and carrying out her duties, shall be deemed to be work time for which she shall be paid by the Health Centre at her regular rate and she shall be entitled to such time from work as is necessary to attend scheduled meetings.

- (h) Where the Health Centre nurses are exposed to infectious or communicable diseases for which there are available protection medications, such medications shall be provided at no cost to the nurse.

9.06 The Employer will pay members of the above-mentioned committees for attendance outside of regularly scheduled hours at her regular straight time hourly rate for the time spent with the Employer.

- (a) In case of the negotiating committee, this will include meetings up to and including conciliation.
- (b) The Employer will not be required to pay a nurse representative on the grievance committee or the grievor for time spent at arbitration hearings.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 For the purpose of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

10.02 It is the mutual desire of the parties hereto that complaints of nurses shall be adjusted as quickly as possible, and it is understood that a nurse has no grievance until she has first given the Administrator the opportunity of adjusting her complaint. Such complaint shall be discussed with the Administrator within nine (9) calendar days after the circumstances giving rise to it have occurred. If the complaint is not settled, it shall be taken up as a grievance within nine (9) calendar days of the discussion in the following manner and sequence:

STEP NO. 1

The nurse may submit a written grievance, signed by the nurse, to the Administrator. The grievance shall be on a prescribed Association form and shall identify the nature of the grievance, the provisions of this Agreement which are alleged to have been violated and the remedy which is sought. The Administrator will deliver the decision in writing within nine (9) calendar days following the day on which the grievance was presented to the Administrator. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, then:

STEP NO. 2

Within nine (9) calendar days following the decision in Step No. 1, the grievance may be submitted in writing to the Administrator or designate. A meeting with them will be held between the Administrator or designate and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a representative of the Ontario Nurses' Association and the grievor may be present at the meeting. It is further understood that the Administrator or designate may have such counsel and assistance as may be desired at such meeting. The decision of the Employer shall be delivered in writing within nine (9) calendar days following the

date of such meeting. A copy of the third step grievance reply will be provided to the Labour Relations Officer.

10.03 Policy Grievance

A complaint or grievance arising directly between the Employer and the Association concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting a nurse(s) which such nurse(s) could have themselves instituted and the regular grievance procedure shall not be thereby bypassed. A grievance by the Employer shall be filed with the full-time nurse or her designate.

10.04 Group Grievance

Where a number of nurses have identical grievances and each nurse would be entitled to grieve separately, they may present a group grievance in writing signed by each nurse who is grieving to the Administrator or designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the nurse(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

10.05 Discharge Grievance

The release of a probationary nurse for reasons based on performance and ability to do the job, including skills, suitability and availability shall not be subject to the grievance procedure unless the probationary nurse is released for:

- (a) reasons which are arbitrary, discriminatory or in bad faith;
- (b) exercising a right under this Agreement.

The Centre agrees to provide written reasons for the release of a probationary nurse within seven (7) days of such release.

A claim by a probationary nurse that she or he has been unjustly released shall be treated as a grievance, provided the nurse is entitled to grieve, if a written statement of such grievance is lodged by the nurse with the Centre at Step No. 2 within seven (7) calendar days after the date the release is effected. Such grievance shall be treated as a special grievance as set out below:

The Centre agrees to provide written reasons within seven (7) calendar days to the affected nurse in the case of discharge or suspension and further agrees that it will not suspend, discharge or otherwise discipline a nurse who has completed her or his probationary period, without just cause.

A claim by a nurse who has completed her or his probationary period that she or he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the nurse with the Centre at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is

effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Centre's action in dismissing the nurse; or
- (b) reinstating the nurse with or without loss of seniority and with or without full compensation for the time lost; or
- (c) by any other arrangement which may be deemed just and equitable.

- 10.06 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within thirty-six (36) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within thirty-four (34) calendar days after the decision under Step No. 2, it will be deemed to have been received within the time limits.
- 10.07 All agreements reached under the grievance procedure between the Employer and the Association will be final and binding upon the Employer and the Association and the nurses.
- 10.08 When either party wishes to have a grievance referred to arbitration it shall give written notice of such referral to the other party within the time limits set out above, and at the same time appoint its nominee to the Arbitration Board. Within seven (7) calendar days, the other party shall appoint its nominee, provided that if such party fails to appoint its nominee, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application by the party invoking the arbitration procedure. The two nominees shall attempt to select, by agreement, a chairman of the Arbitration Board.
- 10.09 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 10.10 No matter may be submitted to arbitration, which has not been properly carried through all requisite steps of the Grievance Procedure.
- 10.11 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 10.12 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the nurse or nurses concerned.
- 10.13 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.

- 10.14 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of The Labour Relations Act, as amended from time to time.
- 10.15 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single Arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to the Arbitration Board shall appropriately apply.

ARTICLE 11 - PROFESSIONAL RESPONSIBILITY

- 11.01 In the event the workload to an individual nurse or group of nurses is such that she or they have cause to believe that she or they are being asked to perform more work than is consistent with proper patient care, she or they shall:
- (a)
 - i) Complain in writing to the Association-Management Committee within fifteen (15) calendar days of the alleged improper assignment. The Chairman of the Association-Management Committee shall convene a meeting of the Association-Management Committee within ten (10) calendar days of filing the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
 - ii) Failing resolution of the complaint within fifteen (15) calendar days of the meeting of the Association-Management Committee the complaint shall be forwarded to an independent Assessment Committee composed of three (3) registered nurses; one chosen by the Ontario Nurses' Association, one chosen by the Centre and one chosen from a panel of independent registered nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent registered nurses shall act as Chairperson.
 - iii) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment and shall be empowered to investigate as is necessary and make what findings as are appropriate in the circumstances. The Assessment Committee shall report its findings, in writing, to the parties within thirty (30) calendar days following completion of its hearing.
 - (b)
 - i) the list of the Assessment Committee Chairpersons is attached as Appendix 2. During the term of this Agreement, the Central Negotiating Teams shall meet as necessary to review and amend by agreement the list of chairpersons of Professional Responsibility Assessment Committees.

The parties agree that should a Chairperson be required, the Ontario Nurses' Association will be contacted. They will provide the name of the person to be utilized on the alphabetical listing of Chairpersons.

The name to be provided will be the top name on the list of Chairpersons who has not been previously assigned.

Should the Chairperson who is scheduled to serve decline when requested, or it becomes obvious that she would not be suitable due to connections with the Centre or community, the next person on the list will be approached to act as Chairperson.

- ii) Each party will bear the cost of its own nominee and will share equally the fee of the Chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.

ARTICLE 12 - ORIENTATION AND IN-SERVICE PROGRAM

12.01 The Employer recognizes the need for an Employee Orientation Program of such duration, as it may deem appropriate, taking into consideration the needs of the Employer and the nurses involved.

12.02 (a) Both the Employer and the Association recognize their joint responsibility and commitment to provide, and to participate in, in-service education. The Association supports the principle of its members' responsibility for their own professional development and the Employer will endeavour to provide nurses with opportunities to attend related programs.

(b) Continuous professional development is a hallmark of professional nursing practice. The Health Centre in promoting a practice environment that supports continuous learning and enhances opportunities for career development will include the nurses in:

- i) Reviewing annually the organization's strategic directions and priorities which impact on nursing competencies including the budget and expenditures related to nursing education;
- ii) Providing equal access to professional development opportunities including, but not limited to programs (such as conferences, seminars and workshops), funding, scheduling and leaves.

12.03 The delegation of Controlled Acts shall be in accordance with the Regulated Health Professions Act, Medical Directives, and related statutes and regulations and in accordance with guidelines established by the College of Nurses of Ontario from time to time, and any Centre policy related thereto, provided that if the Association is of the opinion that such delegation would be inimical to proper patient care, the Association may refer the issue to the Association Management Committee.

Note: Where an employee is in a position other than in a registered nursing position with duties and responsibilities which are subject to the Regulated Health Professions Act, he or she shall be treated in a manner consistent with this Article.

12.04 (a) The Health Centre shall endeavour to provide nurses with an opportunity to attend in-service programs during their regularly scheduled working hours.

When a nurse is on duty and authorized to attend an in-service program at the Health Centre or required by the Employer to attend courses outside of her regularly scheduled working hours she shall be paid for all time spent in attendance on such courses at her regular straight time hourly rate of pay.

- (b) The employer will provide for regular staff meetings at least monthly. When possible, these meetings will be attached to the in-service program. Nurses will be paid at their regular straight time hourly rate for attendance at such meetings.

- 12.05 Nurses may be required, as part of their regular duties, to supervise the activities of students and will be informed in writing of their responsibilities in relation to these students.

Any information that is provided to the Centre by the educational institution with respect to the skill level of the students will be made available to the nurses recruited to supervise students.

ARTICLE 13 - ACCESS TO FILES

- 13.01 A copy of any completed evaluation which is to be placed in a nurse's file shall be first reviewed with the nurse. The nurse shall initial such evaluation as having been read and shall have the opportunity to add her views to such evaluation prior to it being placed in her file. It is understood that such evaluations do not constitute disciplinary action by the Centre against the nurse.
- 13.02 Each nurse shall have reasonable access to her personal file for the purpose of reviewing the contents in the presence of the Administrator. A copy of the evaluation will be provided to the nurse at her request.
- 13.03 The Employer agrees not to introduce as evidence in a hearing related to disciplinary action any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.
- 13.04 Any letter or reprimand, suspension or other sanction will be removed from the record of a nurse eighteen (18) months following the receipt of such letter, suspension or other sanction provided the nurse's record has been discipline free for one year.
- 13.05 The Peer Feedback Process of the Quality Assurance Program required by the College of Nurses of Ontario

The above referenced Peer Feedback is confidential information which the nurse is expected to obtain, by requesting feedback from peer(s) of her or his choice, for the sole purpose of meeting the requirements of the Quality Assurance Program required by the College of Nurses of Ontario. The parties recognize the importance of supporting the confidential nature of the Peer Feedback component of the Quality Assurance Program. For further clarity, the above referenced Peer Feedback will not be used as a performance evaluation under Article 13.01.

ARTICLE 14 - SENIORITY

14.01 Newly hired full-time nurses shall be considered to be on probation for a period of 70 tours worked from date of last hire. Newly hired part-time Nurses shall be considered to be on probation for a period of 525 hours worked from date of last hire. The probation period may be extended by mutual consent of all parties an additional 60 tours or 450 hours as applicable. If retained after the probationary period, the nurse shall be credited with seniority in the amount of the number of hours worked since date of last hire. The Employer shall advise the nurses in writing of the completion of their probationary period.

14.02 Seniority lists shall be maintained for all nurses covered by this Agreement who have completed their probationary period. A copy of the Seniority List shall be posted on May 1st and November 1st of each year. Seniority accrual determination shall be as of March 31st and September 30th of each year.

Full-time seniority will be accrued from date of hire subject to Article 14.03.

Part-time seniority will be based on the number of hours worked.

14.03 A nurse's full seniority and service shall be retained by the nurse in the event that she is transferred from full-time to part-time. A nurse whose status is changed from full-time to part-time shall receive credit for her full seniority and service on the basis of 1500 hours worked for each year of full-time seniority. A nurse whose status is changed from part-time to full-time shall receive credit for her full seniority and service on the basis of one year of seniority for each 1500 hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

14.04 If a nurse's absence without pay from the Employer under Leaves of Absence, exceeds thirty (30) continuous calendar days she will not accumulate seniority or service for any purposes under the Collective Agreement for the period of the absence in excess of thirty (30) continuous calendar days unless otherwise provided and the nurse will become responsible for full payment of any subsidized employee benefits in which she is entitled to participate during the period of absence. In the case of unpaid approved leaves of absence in excess of thirty (30) continuous calendar days a nurse may arrange with the Employer to prepay the full premium of any applicable subsidized benefits during the period of leave in excess of thirty (30) continuous calendar days to ensure her continuing coverage.

Notwithstanding this provision, seniority shall accrue if a nurse's absence is due to disability resulting in W.S.I.B. benefits or L.T.D. benefits including the period of the disability program covered by Employment Insurance.

Seniority for part-time nurses shall accrue for absences due to a disability resulting in WSIB benefits, or illness or injury in excess of thirty (30) calendar days. The rate of accumulation will be based on the employee's normal weekly hours paid over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week where the nurse is not absent due to vacation, pregnancy-parental leave, WSIB, or illness that exceeds thirty (30) consecutive calendar days.

Notwithstanding this provision, seniority and service will accrue and the Centre will continue to pay the premiums for benefit plans for nurses for a period of up to seventeen (17) weeks while a nurse is on pregnancy leave under Article 15.07 and

for a period of up to thirty-five (35) weeks while a nurse is on parental leave under Article 15.08. Seniority and service will accrue for an adoptive parent or a natural father for a period of up to fifty-two (52) weeks while such nurse is on parental leave under Article 15.08.

Note 1: The accrual of seniority and service for nurses on pregnancy and parental leave applies to both full-time and part-time nurses.

Note 2: This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

14.05 A nurse shall lose all service and seniority and shall be deemed to have terminated if she:

- (a) leaves of her own accord (resigns);
- (b) is discharged for just cause and the discharge is not reversed through the grievance or arbitration procedure;
- (c) has been laid off for twenty-four (24) calendar months;
- (d) refuses to continue to work or return to work during an emergency which seriously affects the Employer's ability to provide adequate patient care, unless a satisfactory reason is given to the Administrator;
- (e) is absent from scheduled work for a period of three (3) or more consecutive working days without a reason satisfactory to the Administrator;
- (f) fails to return to work (subject to the provisions of 14.05 (e)) upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence for purposes other than that for which the leave was granted;
- (g) fails upon being notified of a recall to signify her intention to return within seven (7) calendar days after she has received the notice of recall and fails to report to work within ten (10) calendar days after she has received the notice of recall;

Note: This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

14.06 Where a permanent vacancy occurs within the bargaining unit or a new position within the bargaining unit is established by the Employer, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Nurses in this bargaining unit may make written application for such vacancy within the seven (7) day period referred to herein. Subsequent vacancies created by the filling of a posted vacancy are to be posted for seven (7) consecutive calendar days.

14.07 Nurses shall be selected for positions on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal amongst the nurses considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work within an appropriate familiarisation period.

Where seniority governs, the most senior applicant will be selected. There shall be no distinction between full-time and part-time nurses.

- 14.08 Vacancies which are not expected to exceed sixty (60) calendar days and vacancies caused due to illness, accident, leaves of absence (including maternity) may be filled at the discretion of the Employer. In filling such vacancies consideration shall be given to part-time nurses in the bargaining unit on the basis of seniority who are qualified to perform the work in question. It is understood, however, that where such vacancies occur on short notice, failure to offer part-time nurses such work shall not result in any claim for pay for time not worked while proper arrangements are made to fill the vacancy. Upon completion of the temporary vacancy, such nurse shall be reinstated to her former position.
- 14.09 The Employer shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure has been complied with.
- 14.10 Layoff
- (a) A layoff of nurses shall be made on the basis of seniority provided that the nurses who are entitled to remain on the basis of seniority are qualified to perform the available work.
 - (b) Nurses shall be recalled in the order of seniority, unless otherwise agreed between the Employer and the Association, provided that the nurse is qualified to perform the available work.
 - (c) All regular part-time and full-time nurses represented by the Association who are on layoff will be given a job opportunity in the full-time and regular part-time categories before any new nurse is hired into either category.
 - (d) The Employer shall provide the Association with reasonable notice of any layoff and shall provide individual nurses with notice of layoff in accordance with the Employment Standards Act.
- 14.11 The Centre shall provide the local Association with no less than 90-calendar days' notice of a long-term layoff and shall meet with the local Association to review the following:
- (a) the reasons causing the layoff;
 - (b) the service which the Centre will undertake after the layoff;
 - (c) the method of implementation including the areas of cut-back and the nurses to be laid off; and
 - (d) any limits which the parties may agree on the number of nurses who may be newly assigned to a unit or area.
- 14.12 The Centre shall not contract out any work usually performed by members of this bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees follows. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off is not a breach of this provision. This clause will not apply to

the ad hoc use of agency or registry nurses for single shift coverage of vacancies due to illness or leaves of absence.

ARTICLE 15 - LEAVES OF ABSENCE

15.01 Written requests for a personal leave of absence without pay will be considered on an individual basis by the Administrator or designate. Such requests are to be submitted at least three (3) weeks in advance except in cases of emergency and a written reply will be given within fourteen (14) days of receipt of request. In cases of extreme emergency, a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

15.02 Leave for Association Business

The Employer agrees to grant leaves of absence, without pay, to nurses selected by the Association to attend Association business including conferences, conventions and Provincial Committee meetings. The cumulative total leave of absence, including both full-time and part-time nurses shall not exceed twenty (20) days during the calendar year. During such leave of absence, the nurse's salary and applicable benefits or percentage in lieu of fringe benefits shall be maintained by the Employer and the local Association agrees to reimburse the Employer in the amount of the daily rate of the full-time nurse except for Provincial Committee meetings which will bill the local Association within a reasonable period of time. The above is subject to the following conditions:

- (a) request for such leave shall be made in writing at least two (2) weeks prior to the commencement of the leave, except in unusual circumstances;
- (b) no more than one (1) nurse from the Centre shall be given leave at the same time.

15.03 Leave, Board of Directors

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted upon request such leave(s) of absence as she may require to fulfil the duties of her position. Reasonable notice - sufficient to adequately allow the Employer to minimize disruption of its services shall be given to the Employer for such leave of absence. Notwithstanding Article 14.04, there shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Association leave provided in Article 15.02 above. During such leave of absence, the nurses's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

15.04 Leave, President, O.N.A.

Upon application in writing by the Association on behalf of the nurse to the Employer, a leave of absence shall be granted to such nurse elected to the office of President of the Ontario Nurses' Association. Notwithstanding Article 14.04, there shall be no loss of service or seniority during such leave of absence. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by

the Employer and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits. It is understood, however, that during such leave the nurse shall be deemed to be an employee of the Ontario Nurses' Association. The nurse agrees to notify the Employer of her intention to return to work at least two (2) weeks prior to the date of such return.

15.05 Bereavement Leave

A nurse who notifies the Administrator as soon as possible following a bereavement shall be granted three (3) consecutive working days off without loss of her regular pay for her scheduled hours, in conjunction with the day of the funeral or memorial service of a member of her immediate family. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or grandchild. A nurse shall be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral or, a memorial service (or equivalent) for her or his aunt, uncle, niece or nephew. Article 18.06 (c) shall not apply to the one day bereavement leave for aunt, uncle, niece or nephew. "Spouse" for the purposes of bereavement leave will be defined as in the Family Law Act. "Spouse" for the purpose of bereavement leave will also include a partner of the same sex. Where a nurse does not qualify under the above-noted conditions, the Administrator may nonetheless grant a paid bereavement leave. The Administrator, in his discretion, may extend such leave with or without pay.

Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, not exceeding three (3) days in total, in order to accommodate religious and cultural diversity.

15.06 Jury & Witness Duty

If a nurse is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the nurses duties at the Centre, the nurse shall not lose service/seniority or regular pay because of such attendance and shall not be required to work on the day of such duty provided that the nurse:

- (a) notifies the Employer immediately on the nurse's notification that she will be required to attend court;
- (b) presents proof of service requiring the nurse's attendance;
- (c) deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available.

15.07 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, as amended from time to time except where amended in this provision.

- (b) The nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave, a certificate from a legally qualified medical practitioner, and the expected date of return.
- (c) The nurse shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Centre at least four (4) weeks in advance thereof. The nurse shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.
- (d) Nurses newly hired to replace nurses who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Centre, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period. The nurse shall be credited with tours worked (hours worked for nurses whose regular hours of work are other than the standard work day) towards the probationary period provided in Article 14.01 to a maximum of 30 tours (225 hours for nurses whose regular hours of work are other than the standard work day).

The Employer will outline to nurses hired to fill such temporary vacancies the circumstances giving rise to the vacancy and the special conditions relating to such employment.

- (e) The Centre may request a nurse to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.
- (f) On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) plan, a nurse who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the Employment Insurance Act shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of the nurse's regular weekly earnings and the sum of her or his weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Centre of the nurse's Employment Insurance cheque stub as proof that she or he is in receipt of Employment Insurance pregnancy benefits and shall continue while the nurse is in receipt of such benefits for a maximum period of seventeen (17) weeks. The nurse's regular weekly earnings shall be determined by multiplying her or his regular hourly rate on her or his last day worked prior to the commencement of the leave times her or his normal weekly hours.

The nurse does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

15.08

Parental Leave

- (a) A nurse who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) A nurse who has taken a pregnancy leave under Article 15.07 is eligible to be granted a parental leave of up to thirty-five (35) weeks duration, in accordance with the Employment Standards Act. A nurse who is eligible for a parental leave who is the natural father or is an adoptive parent may extend the parental leave for a period of up to one (1) year duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the nurse shall advise the Centre as far in advance as possible with respect to a prospective adoption and shall request leave of absence, in writing, upon receipt of confirmation of pending adoption. If, because of late receipt of confirmation of the pending adoption, the nurse finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (c) The nurse shall be reinstated to her or his former position, unless her or his former position has been discontinued, in which case the nurse shall be given a comparable job.
- (d) Nurses newly hired to replace nurses who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Centre, in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period. The nurse shall be credited with hours worked towards the probationary period under Article 14.01 to a maximum of 225 hours.

The Centre will outline to nurses hired to fill such temporary vacancies, the circumstances giving rise to the vacancy and the special conditions relating to such employment.

- (e) On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) plan, a nurse who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 20 of the Employment Insurance Act shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of the nurse's regular weekly earnings and the sum of her or his weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Centre of the nurse's Employment Insurance cheque stub as proof that she or he is in receipt of Employment Insurance parental benefits and shall continue while the nurse is in receipt of such benefits for a maximum period of thirty-five (35) weeks. The nurse's regular weekly earnings shall be determined by multiplying her or his regular hourly rate on her or his last day worked prior to the commencement of the leave times her or his normal weekly hours.

The nurse does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

15.09 Education Leave

- (a) A leave of absence without pay, for the purposes of furthering professional nursing career development may be granted on written application by the nurse to the Administrator or designate. Requests for such leave will not be unreasonably denied.
- (b) A full-time or regular part-time nurse shall be entitled to leave of absence without loss of earnings from her or his regularly scheduled working hours for the purpose of writing any examinations required in any recognized course in which nurses are enrolled to upgrade their nursing qualifications.
- (c) Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars to further professional nursing career development may be granted at the discretion of the Centre upon written application by the nurse to the Administrator or his or her designate.
- (d) Regular part-time nurses will be credited with seniority and service for all hours paid for writing examinations, attending courses, workshops or seminars to further career development as provided above.

15.10 A nurse shall be entitled to leave of absence without loss of earnings from her or his regularly scheduled working hours for the purpose of writing exams arising out of the Quality Assurance Program required by the College of Nurses of Ontario.

The period of the leave may include any scheduled shifts commencing on the day of the examination.

Part-time nurses will be credited with seniority and service for all such hours paid as provided above for the purpose of writing such exams.

15.11 Professional leave with pay will be granted to nurses who are elected to the College of Nurses to attend regularly scheduled meetings of the College of Nurses.

15.12 Pre-paid Leave Plan

The Employer agrees to introduce a pre-paid leave program, funded solely by the nurse, subject to the following terms and conditions:

- (a) The plan is available to nurses wishing to spread four (4) year's salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The nurse must make written application to the Administrator at least six (6) months prior to the intended commencement date of the program (i.e.; the salary deferral portion), stating the intended purpose of the leave.

- (c) The number of nurses that may be absent at any one time shall not exceed one (1) nurse. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the nurse, the local Association and the Employer.
- (d) Written applications will be reviewed by the Administrator or designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves required for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the four (4) years of salary deferral, 20% of the nurse's gross annual earnings will be deducted and held for the nurse and will not be accessible to her until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the nurse.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The nurse shall become responsible for the full payment of premiums for any health and welfare benefits in which she is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The nurses will not be eligible to participate in the disability income plan during the year of the leave.
- (i) A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given the Administrator. Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.
- (j) If the nurse terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In case of the nurses's death, the funds will be paid to the nurse's estate.
- (k) The Employer will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Employer is unable to find a suitable replacement it may postpone the leave. The Employer will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time.
- (l) The nurse will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.

- (m) Final approval for entry into the pre-paid leave program will be subject to the nurse entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the nurses's pay. Such agreement will include:
- i) A statement that the nurse is entering the pre-paid leave program in accordance with the Collective Agreement.
 - ii) The period of salary deferral and the period for which the leave is requested.
 - iii) The manner in which the deferred salary is to be held.

ARTICLE 16 - HOURS OF WORK AND SCHEDULING

- 16.01 The normal hours of work shall be from Monday to Friday, from 0900 hours to 1730 hours with one (1) hour unpaid meal period. A relief period of fifteen (15) minutes will be granted during the period prior to and following the meal period, at a time to be determined by the nurse.
- 16.02 The Employer may require the nurse to work more than five (5) consecutive days with her consent.
- 16.03 (a) The Health Centre will normally be open for patient care Monday to Friday from 0900 hours to 1700 hours. The time between 1700 hours and 1730 hours will be used by the nursing staff to complete any related duties.
- (b) The Health Centre will normally be closed on Saturdays, Sundays and paid holidays.
- 16.04 In the event of a planned weekend Clinic of a day or any portion thereof, the Health Centre will be closed on another mutually agreeable day for the appropriate number of hours. Weekend clinics will not normally be scheduled and the Administrator must approve all weekend and Paid Holiday Clinics prior to them being booked.
- 16.05 The work schedule will be mutually agreed to between the nurses and approved by the Administrator.
- This schedule shall be completed and submitted to the Administrator or designate by the last working day prior to the 20th of the month for the next calendar month and will be approved by the Administrator or designate no later than the 25th of the month.
- 16.06 When mutually agreeable between the nurse and Administrator stand-by coverage may be provided for certain municipal events.
- A weekend for the purpose of this clause will be from 1730 hours Friday until 0900 hours Monday.
- A nurse will be paid three dollars thirty cents (\$3.30) per hour for all stand-by hours on a weekend. Where such standby duty falls on a paid holiday, as set out in Article

17, the nurse shall receive standby pay in the amount of four dollars and ninety cents (\$4.90) per hour.

16.07 The part-time nurse will receive a minimum of four (4) hours pay at the regular straight time hourly rate for each call outside the normal clinic hours.

On Christmas Day and New Year's Day the part-time nurse will be paid at one and one-half (1 ½) times her regular straight time hourly rate for the minimum of four (4) hours.

It is understood that any additional calls which occur during the minimum period will be covered by the minimum.

16.08 (a) Health Centre employees who need to use their vehicles to attend approved meetings or make client calls during regular hours of operation of the health centre will be reimbursed a mileage allowance of forty-five cents (\$.45) per kilometre effective upon ratification. Effective April 1, 2011 mileage increases to forty-seven cents (\$.47) per kilometre.

(b) The Health Centre will pay mileage according to the rate in Article 16.08 (a) from their permanent residence to Killarney return, for nurses booked to work a regular scheduled day shift at the Health Centre.

(c) If the part-time nurse is scheduled to work or is on stand-by on two (2) or more consecutive days and does not have a residence in Killarney, the Employer will arrange accommodation.

16.09 Ambulance Escort

When an employee is assigned to provide patient care for a patient in transit, the following provisions shall apply:

(a) i) Where a full-time nurse performs such duties during her or his regular shift, the full time nurse shall be paid her or his regular rate of pay.

ii) Where a part-time nurse performs such duties, she or he shall be paid her or his regular rate of pay, until she returns to the health centre or to such other location as agreed upon.

(b) Where such duties extend beyond the nurse's regular shift, the Health Centre will not require the nurse to return to regular duties at the Health Centre without at least eight (8) hours of time off. Where such time off extends into the nurse's next regularly scheduled shift she or he will maintain her or his regular earnings for that full shift.

(c) Mutually acceptable arrangements for return transportation for the nurse will be made by the Health Centre. The nurse shall be reimbursed for reasonable out of pocket expenses including room, board and return transportation and consideration will be given to any special circumstances not dealt with under the foregoing provisions.

ARTICLE 17 - PAID HOLIDAYS

17.01 The following designated paid holidays will be recognized for the full-time nurse:

New Year's Day	
Family Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Dominion Day	Christmas Day
	Boxing Day

17.02 Killarney Health Centre will be closed on the above paid holidays.

17.03 If a paid holiday is observed during a nurse's vacation period, or on her regular day off, she shall be granted a lieu day off at her regular straight time hourly rate of pay, on a date to be selected by agreement between the Administrator and the nurse.

17.04 A holiday shall be deemed to begin at midnight of the preceding day and to end at midnight on the day on which it is observed.

17.05 In order to qualify for pay for a holiday, a nurse shall complete her full scheduled shift on each of the working days immediately preceding and following the holiday concerned unless excused by the Centre or the nurse was absent due to:

- (a) legitimate illness or accident which commenced within a month of the date of the holiday;
- (b) vacation granted by the Centre;
- (c) the nurse's regular scheduled day off;
- (d) a paid leave of absence provided the nurse is not otherwise compensated for the holiday.

17.06 A nurse entitled to holiday pay hereunder shall not receive sick leave pay for a paid holiday. A nurse receiving Workplace Insurance Benefits for the day of the holiday shall, subject to the above provisions, be entitled to the difference between the amount of the Workplace Insurance Benefits and the holiday pay.

ARTICLE 18 - VACATION

18.01 The full-time nurse shall receive vacation with pay based on the length of full-time continuous service from the date of hire with Killarney Health Centre on the following basis:

- (a) if she has completed less than one (1) year of full-time continuous service with the Health Centre, she shall be entitled to a vacation on the basis of 1.25 days for each completed month of service with pay in the amount of 6% of gross earnings;

- (b) if she has completed one (1) or more years of full-time continuous service with the Health Centre, she shall be entitled to a vacation in the year following of three (3) weeks with pay, provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year;
- (c) if she has completed three (3) or more years of full-time continuous service with the Health Centre, she shall be entitled to an annual vacation of four (4) weeks with pay, provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year;
- (d) if she has completed thirteen (13) or more years of full-time continuous service with the Health Centre, she shall be entitled to an annual vacation of five (5) weeks with pay, provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year;

Effective April 1, 2010 if she has completed twelve (12) or more years of full-time continuous service with the Health Centre, she shall be entitled to an annual vacation of five (5) weeks with five (5) weeks pay provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.

- (e) if she has completed twenty-two (22) years or more of full-time continuous service with the Health Centre, she shall be entitled to an annual vacation of six (6) weeks with pay, provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year;

Effective April 1, 2009 if she has completed twenty (20) years or more of full-time continuous service with the Health centre, she shall be entitled to an annual vacation of six (6) weeks' with six (6) weeks pay provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year.

- (f) if she has completed twenty-eight (28) years or more of full-time continuous service with the Health Centre, she shall be entitled to an annual vacation of seven (7) weeks with pay, provided the nurse works or receives paid leave for a total of at least 1525 hours in the vacation year;
- (g)
 - i) If a full-time nurse works or receives paid leave for less than 1525 hours in the vacation year she will receive vacation pay based on a percentage of her gross salary for work performed on the following basis:
 - 2 week entitlement – 4%
 - 3 week entitlement - 6%
 - 4 week entitlement - 8%
 - 5 week entitlement - 10%
 - 6 week entitlement - 12%
 - 7 week entitlement – 14%
 - ii) All regular part-time nurses shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time nurses of their gross earnings in the preceding calendar year. If a part-time nurse works or receives paid leave for less than 1100 hours in the vacation year she or he will

receive vacation pay based on a percentage of her or his gross salary for work performed on the following basis:

- 2 week entitlement - 4%
- 3 week entitlement - 6%
- 4 week entitlement - 8%
- 5 week entitlement - 10%
- 6 week entitlement - 12%
- 7 week entitlement – 14%

Note: one (1) year full-time service equals 1500 hours part-time service.

- 18.02 A nurse who resigns her employment with the Health Centre with less than two weeks notice shall be entitled only to the vacation provided in the Employment Standards Act.
- 18.03
- (a) The Health Centre shall endeavour to accommodate the wishes of nurses with respect to vacation scheduling subject to the needs of the Health Centre.
 - (b) Vacation requests shall be submitted in writing to the Administrator at least two (2) weeks in advance of the commencement of the period. The Centre will respond in writing within five (5) days of receiving the request. In cases of emergency, less notice may be considered.
 - (c) A nurse may take no more than three (3) consecutive weeks of vacation, subsequent entitlement shall be allowed at a time acceptable to the operation of the Health Centre. Requests for more than three (3) consecutive weeks may be granted at the discretion of the Administrator. Such approval will not be unreasonably denied.
- 18.04 For the purpose of scheduling vacation, the vacation year shall be from April 1st to March 31st of the next year. In no case may vacation allowance be carried over or accumulated from one year to the next.
- 18.05 Part-time nurses may request, in writing, an annual leave of absence, without pay, in lieu of vacation. Time off work under this clause shall be equated to the vacation period allotted to the full-time nurse.
- 18.06
- (a) Where a nurses' scheduled vacation is interrupted due to serious illness or hospitalisation which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
 - (b) Where a nurse's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalisation shall be considered sick leave.
 - (c) Where a nurse's scheduled vacation is interrupted due to bereavement; the nurse shall be entitled to bereavement leave in accordance with Article 15.05.

- (d) The portion of the nurses' vacation which is deemed to be sick leave or bereavement leave under the above, will not be counted against the nurses' vacation credits.

ARTICLE 19 - HEALTH AND WELFARE BENEFITS

(Article 19 applies only to the full-time nurse)

19.01 The Employer agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of the participating eligible nurse in the active employ of the Centre under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements:

- (a) The Employer agrees to pay 100% of the billed premiums towards coverage of the eligible nurse in the active employ of the Centre under the Ontario Health Insurance Plan.
- (b) The Employer agrees to pay 100% of the billed premiums towards coverage of the eligible nurse in the active employ of the Centre under the current Semi-Private Plan or comparable coverage with another carrier.
- (c) The Employer agrees to contribute 75% of the billed premiums towards coverage of the eligible nurse in the active employ of the Centre under the existing current Extended Health Care Benefits Plan or comparable coverage with another carrier providing for \$22.50 (single) and \$35.00 (family) deductible, providing the balance of monthly premiums are paid by the nurse through payroll deductions. In addition the standard benefits, coverage will include hearing aides (maximum \$500/person) and vision care (maximum \$250.00 every 24 months with the ability to use coverage for laser surgery).

Effective April 1, 2010 coverage will include vision care (maximum \$300.00 every 24 months with ability to use coverage for laser surgery).

In addition to the above vision care shall include one eye examination per insured person every twenty four (24) months.

Extended Health Care benefits include chiropractic, massage therapy and physiotherapy (maximum of \$350.00 /insured person annually for each service).

- (d) The Employer agrees to contribute 100% of the billed premiums towards coverage of the eligible nurse in the active employ of the Centre under H.O.O.G.L.I.P. or such other group life insurance plan currently in effect providing the balance of the monthly premiums are paid by the nurse through payroll deductions. Such insurance shall include benefits for accidental death and dismemberment in the principal amount equal to the amount of the Group Life Insurance to which the nurse is entitled.

(e) Hospitals of Ontario Voluntary Life Insurance Plan

The Employer also agrees to make the Hospitals of Ontario Voluntary Life Insurance Plan (HOOVLIP) available to the nurse subject to the provisions of HOOVLIP at no cost to the Employer.

(f) The Employer agrees to contribute 75% of the billed premiums towards coverage of the eligible nurse in the active employ of the Centre under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premiums are paid by the nurse through payroll deduction.

Complete and partial dentures at 50/50 co-insurance to \$1000 maximum per person annually, add Blue Cross Rider #4 – (Crowns bridgework and repairs to same at 50/50 co-insurance to \$1500 maximum per person annually; and orthodontics 50/50 co-insurance with \$2000 maximum per insured lifetime.

(g) Substitution of generic drugs is allowed unless an employee's physician declines substitution or where there has been adverse reactions.

(h) Semi-private hospital insurance and extended health care benefits will be extended to active full-time nurses from the age of sixty-five (65), and up to the nurse's seventieth (70th) birthday, on the same cost share basis as applies to those nurses under the age of sixty-five (65).

(i) Full Time Retirement Benefits

The Health Centre will provide to all employees who retire and who have not yet reached age 65 and who are in receipt of the Health Centre's pension plan benefits, semi-private, extended health care and dental benefits on the same basis as is provided to active employees except that the Employee shall be required to pay in advance 100% of the premiums required to maintain such coverage.

A payment equal to three (3) months premium shall be paid by the Employee to the Employer three (3) months prior to this clause coming into effect. An additional payment equal to three (3) months premium shall be paid quarterly on the 1st day of March, June, September and December in each year commencing with the first such date subsequent to the Employee's retirement and continuing until the last such date prior to the Employee's 65th birthday. When the insurer's final bill is received by the Employer any surplus monies shall be reimbursed to the Employee without interest.

This clause shall cease to apply on the last day of the month in which the employee attains sixty-five (65) years of age or any time prior to that date if any payment shall be in default fifteen (15) days after the due date.

19.02

For a newly hired full-time nurse, coverage shall be effective the first billing date in the month following the month in which the nurse was first employed subject to any enrolment or other requirements of the Plan. In no instance shall the first billing date for a nurse occur later than the first day of the fourth full month following the month in which the newly hired nurse was first employed.

19.03 The Employer may substitute another carrier for any of the foregoing plans provided that the level of benefits conferred thereby are not decreased. The Employer will advise the Association of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier. The Employer will provide the Union with a summary document outlining the differences, if any, between the levels of benefits provided by the existing and new carrier plans. When the Employer is made aware, the Employer will provide the Union with the full details of any changes made by an existing carrier to current plan provisions.

19.04 The nurse enrolled in the Employer's Pension Plan shall maintain her enrolment in the Plan subject to its terms and conditions. A new nurse shall, as a condition of employment, enrol in the Plan when eligible in accordance with its terms and conditions.

19.05 The Employer shall continue to pay the premiums for the benefit plans for the nurse who is on paid leave of absence or Workplace Safety and Insurance Board benefits or at any time when salary is received. Such payment shall also continue while the nurse is on sick leave (including the Employment Insurance Period) or on Long Term Disability to a maximum of 30 months from the time the absence commenced, or for retirees who are in receipt of Pension Permanent Disability Benefits to a maximum of thirty (30) months from the time the absence commenced. The Nurse on layoff may continue to participate in benefit plans, at her request, provided she make arrangements for payment and provided also that the layoff does not exceed one year.

Note: For clarification, "retirees" includes nurses who were on sick leave, LTD, WSIB prior to receipt of pension permanent disability benefits.

19.06 (a) The Employer shall provide the nurse with information outlining all of the current provisions in the benefits plans. Upon request, the Employer will make the Plans available to the Association for inspection.

(b) The Employer shall notify the Association of the name(s) of the carrier(s), which provide the benefit plans. The Employer shall also provide the Association with a copy of all current information provided to the nurse.

19.07 Employment Insurance Rebate

The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The nurses' share of the employers employment insurance premium reduction will be retained by the Employer towards offsetting the cost of the benefit improvements contained in this agreement.

19.08 SICK LEAVE AND LONG-TERM DISABILITY

The Employer will assume total responsibility for providing and funding a short-term sick leave plan at least equivalent to that described in the 1980 Hospitals of Ontario Disability Income Plan brochure.

The Employer will pay 75% of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or an

equivalent plan). The nurse will pay the balance of the billed premium through payroll deduction.

- 19.09
- (a) Sick leave is the granting of time off with pay for absences from regularly scheduled hours due to personal illness.
 - (b) It shall be the responsibility of the nurse, absent due to illness, to notify the Killarney Health Centre secretary, on the first day of absence and prior to her return to work. If the absence is to be knowingly longer than 1 day, she shall notify the Administrator or his designate.
 - (c) The Employer may require a doctor's certificate at any time. The Employer will pay for such requests.
 - (d) Every effort will be made to schedule medical and dental appointments on days off. In the event non-emergency appointments must be scheduled during a regular work day, the employer shall provide a one-half day leave with pay on a maximum of six occasions per year. The employee shall provide at least five days notice of such appointments. Proof of attendance will be required before sick pay is issued.

19.10 When it has been medically determined that a nurse is unable to return to the full duties of her position due to disability, the Employer will meet with the Local Representative to discuss the circumstances surrounding the nurse's return to suitable work. The Employer agrees to meet with the Association's Staff Representative where there are issues that the Local Representative and nurse cannot resolve.

19.11 The Employer agrees to provide the nurse with a copy of the Workplace Safety and Insurance Board Form 7 at the same time it is sent to the Board.

NOTE: The full-time nurse is covered for the benefits in Article 19 through the Sudbury Regional Hospital, or equal coverage, save and except the Pension Plan, which is covered under Ontario Municipal Employees System (OMERS).

ARTICLE 20 - PART-TIME BENEFITS

20.01 Part-time nurses shall receive thirteen (13) percent in lieu of benefits. It is understood that in lieu of benefits include all benefits paid to the full-time nurse. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits. It is further understood and agreed that pension is included within the percentage in lieu of fringe benefits. Notwithstanding the foregoing, part-time nurses may, on a voluntary basis, enrol in the Employer's Pension Plan when eligible in accordance with its terms and conditions. For part-time nurses who are members of the Pension Plan, the percentage in lieu of fringe benefits is nine percent (9%).

ARTICLE 21 - COMPENSATION

21.01 The salary rates in effect during the term of this Agreement shall be as attached Schedule A and form part of this Agreement.

21.02 Previous Experience Credit

Claim for recent related clinical experience, if any, shall be made in writing by the nurse at the time of hiring on the application for employment form or otherwise. Once established consistent with this provision, credit for recent related experience will be retroactive to the nurse's date of hire. The nurse shall co-operate with the Employer by providing verification of previous experience so that her recent related clinical experience may be determined and evaluated during her probationary period. Having established the recent related clinical experience, the Employer will credit a new nurse with one (1) annual service increment for each year of experience up to a maximum of the salary grid.

If a period of more than two (2) years has elapsed since the nurse has occupied a full-time or a part-time nursing position, then the number of increments to be paid, if any, shall be at the discretion of the Employer.

21.03 Each full-time nurse will be advanced from her present level to the next level set out in the Salary Schedule, twelve (12) months after she was last advanced on her service review date. If a nurse's absence without pay from the Employer exceeds thirty (30) continuous calendar days during each twelve (12) month period, her service review date will be extended by the length of such absence in excess of thirty (30) continuous calendar days.

21.04 A part-time nurse whose status is altered to full-time will assume her same level on the full-time grid. A full-time nurse whose status is altered to part-time will assume her same level on the part-time grid.

ARTICLE 22 - MISCELLANEOUS

22.01 The Employer agrees to meet with and discuss new Policies with the Association prior to them being implemented.

22.02 Bulletin Board

The Employer will provide a bulletin board for the use of the Association. The location of the bulletin board to be mutually determined.

ARTICLE 23 - TERMINATION AND RENEWAL

23.01 This Agreement shall continue in effect until March 31, 2012 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement. All hospital central awards or agreements regarding vacation and benefits will be awarded at the same rate and date as the hospital.

23.02 Where either party desires to amend or terminate this Agreement, it shall give notice to the other party only within the period of ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.

- 23.03 If notice of amendment is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of such notice, if requested to do so.
- 23.04 Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, the parties will meet to determine the procedures to be followed.

ARTICLE 24 - LIST OF APPENDICES

Attached hereto and forming parts of this agreement are the following appendices:

- Appendix 1 - ONA Grievance Form
- Appendix 2 - List of Assessment Committee Chairpersons
- Appendix 3 - Salary Schedule
- Appendix 4 - Letters of Understanding

SIGNING PAGES

SIGNED AT KILLARNEY, ONTARIO THIS 14 DAY OF JULY, 2009.

FOR THE EMPLOYER

FOR THE UNION

M. T. [Signature]
Rosemarie Rogue
[Signature]

[Signature] June 23/09
 Labour Relations Officer
Mary Rogue

**APPENDIX 1
O.N.A. GRIEVANCE FORM**

ONTARIO NURSES' ASSOCIATION ASSOCIATION DES INFIRMIÈRES ET INFIRMIERS DE L'ONTARIO GRIEVANCE REPORT / RAPPORT DE GRIEF										
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SETTLEMENT REQUESTED / RÉGLEMENT DEMANDÉ										
SIGNATURE OF GRIEVOR SIGNATURE DE LA PLAIGNANTE		SIGNATURE OF ASSOCIATION REP SIGNATURE DE LA REP DE L'AIQ								
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APPENDIX 2**LIST OF PROFESSIONAL RESPONSIBILITY
ASSESSMENT COMMITTEE - CHAIRPERSONS**

1. Ms. Darlene Steven
Adjunct Professor, School of Nursing
Laurentian University
935 Ramsey Lake Road
Sudbury ON P3E 2C6

2. Ms. Pat Hall
Applied Arts and Health Services
School of Health Services, Seneca College
13990 Dufferin Street
King City, ON L5B 1B3

3. Ms. Joan Edwards
Special Advisory Nursing Services
First Nations and Inuit Health Branch
1547 Merivale Road
3rd Floor
Nepean, ON K2G 4V3

APPENDIX 3**SALARY SCHEDULE**

CLASSIFICATION - REGISTERED NURSE

FULL-TIME and PART-TIME

HOURLY RATES

Classification - Registered Nurse

	Effective	Effective	Effective
	<u>April 1, 2008</u>	<u>April 1, 2009</u>	<u>April 1, 2010</u>
Start	27.67	28.50	29.36
1 Year	28.08	28.92	29.79
2 Years	28.55	29.41	30.29
3 Years	29.95	30.85	31.78
4 Years	31.37	32.31	33.28
5 Years	33.14	34.13	35.15
6 Years	34.91	35.96	37.04
7 Years	36.71	37.81	38.94
8 Years	39.31	40.49	41.70
25 Years	40.00	41.20	42.44

Effective**April 1, 2011**

Start	30.09
1 Year	30.54
2 Years	31.05
3 Years	32.57
4 Years	34.11
5 Years	36.03
6 Years	37.97
7 Years	39.91
8 Years	42.74
25 Years	43.50

The Health Centre, employer, agrees to provide a 2.5% increase at all salary levels effective April 1, 2011. Furthermore the Health Centre, employer, agrees to implement hospital salary rates at hospital dates effective April 1, 2011 and will pay the difference in any rate retroactive to hospital rates and dates.

Whenever a Registered Nurse is assigned additional responsibility for doing administrative work including pandemic planning, budget planning and policy development, the nurse shall be paid a premium of eighty cents (\$.80) per hour in addition to her or his regular salary and applicable premium allowance for the hours spent doing such work.

1. Part time nurses will receive the above hourly rate plus thirteen percent (13%) in lieu of fringe benefits including sick leave, long term disability, paid holidays and insured benefits.
2. Hours worked in excess of 7.5 hours on scheduled days will be compensated at the rate of 1 ½ times their regular hourly rate. Overtime hours shall be approved by the Administrator or designate. Such approval will not be unreasonably denied.

LETTER OF UNDERSTANDING

Between:

KILLARNEY HEALTH CENTRE

And:

ONTARIO NURSES' ASSOCIATION

Re: Nurse Practitioner Salary

It is agreed to by both parties that prior to hiring a Nurse Practitioner, his/her rate of salary will be negotiated between the Administrator or designate, and a member of the Killarney Health Centre Board or designate and the Union based on the Ministry of Health and Long Term Care funding in effect at the time.

SIGNED AT Killarney, ONTARIO THIS 14 DAY OF July, 2009.

FOR THE EMPLOYER _____

FOR THE UNION _____

M. T. Fitzgerald

June 23/09.
Labour Relations Officer

Rosemary Rogue

Mary Rogue

Paul Sawan

LETTER OF UNDERSTANDING

Between:

KILLARNEY HEALTH CENTRE

And:

ONTARIO NURSES' ASSOCIATION

Re: Provision of Benefits Beyond Age Sixty Five

The parties agree to discuss any changes in the legislation with regard to the provisions of disability plans, life insurance plans and health and welfare benefit plans for employees age sixty five (65) and older as soon as is reasonably possible with the intent to negotiate these changes into the Collective Agreement.

SIGNED AT KILLARNEY, ONTARIO THIS 14 DAY OF July, 2009.

FOR THE EMPLOYER _____

FOR THE UNION _____

M.T. Siffert

[Signature] June 23/09
Labour Relations Officer

Rosemarie Rogue

Mary Rogue

[Signature]

LETTER OF UNDERSTANDING

Between:

KILLARNEY HEALTH CENTRE

And:

ONTARIO NURSES' ASSOCIATION

Re: Retention Pay

Effective April 1, 2009, nurses who work or receive paid leave for a total of 1525 hours in a year, shall be entitled to retention pay of one thousand (\$1000.00) dollars at the end of each completed year of continuous service from their date of hire. For current employees April 1st of each year will be considered the anniversary date for purposes of retention pay.

SIGNED AT Killarney, ONTARIO THIS 14 DAY OF July, 2009.

FOR THE EMPLOYER

FOR THE UNION

M. J. [Signature]
Rosemarie Rogue
[Signature]

[Signature] June 23/09
Labour Relations Officer
Mary Rogue

